

REMARKS/ARGUMENTS

Applicants have carefully considered the Office Action dated April 30, 2003, and the references cited therein. Applicants respectfully request reexamination and reconsideration of the application.

Claims 20-23 and 84-85 stand rejected under 35 U.S.C. 102 (a) as being anticipated by Glogau, and Jordan (WO9825373), hereafter Glogau. As per claims 20-23, the Examiner has alleged that Glogau discloses a copy protection system/method that protects web sites (web sites or content distributed) and other works in computer readable form from unauthorized access and/or reproduction. The Examiner has alleged that the limitation of "Selling (terms and condition) a server security program to a content provider is disclosed in Glogau (Glogau, abstract, or selling web sites to authorize user, page 19, lines 3-20, terms and condition). The Examiner further has alleged that the limitation of "Selling a plurality of copies for a limited-use program to the content provider for licensing to users wishing to access the content provider is also disclosed in Glogau (Glogau, abstract, page 5, lines 6-20, page 9, lines 22 and 23, page 10, lines 1-24, page 11, lines 1-20, page 19, lines 3-20).

Prior to responding to the outstanding rejections, applicants respectfully request that the Examiner consider the following remarks. The present invention discloses a technique to prevent duplication, i.e. non-ephemeral or permanent copies, of content *already downloaded and viewable at the client system*. The present invention does not disclose a system which prevents access to remote content through various authentication techniques. The Glogau reference, on which the Examiner is primarily relying for support of the ongoing rejections, discloses a system by which client systems can authenticate to and access remotely stored web site components. The ability to deny access to remote programs, as disclosed in Glogau, is not the same as allowing access and downloading of content for a *local* viewing, but while preventing *local* duplication of the content unless licensed, as in the present invention. In Applicants' invention the viewing program or browser is prevented from performing duplication functions on content *that is already received*. In Glogau, failure to authenticate would

merely lead to lack of access to the content (Glogau, page 11, lines 4-6). These two concepts are separate and distinct.

Claims 20 has been amended to include the limitations of claim 22, now canceled. Specifically, claim 20 now recite a method of receiving compensation for a security system for protecting content distributed on a network including "the server security program *distributes the content to a client system if the client system has a limited-use client program* and wherein *the limited-use client program limits reproduction of the content at the client system in at least one way*" (claim 20, lines 6-8). Glogau does not disclose or suggest such a system. In Glogau, either 1) the end user possesses a license and is provided access rights to corresponding web site components to copy to the end user computer system based on the license and protection information contained in permission tables 95, or 2) if the end user does not possess a license, permission tables 95 either permit access to only 1 protected web site components, are totally deny access to the web site with all web site components are protected (Glogau, page 11, lines 4-6). Glogau does not disclose a system in which end-users are allowed to download and present protected content but are prevented at the client system from replicating the content, as claimed in the present invention. Accordingly, Applicants respectfully assert that claim 20 is patentable over Glogau. Claims 21 and 23 include all the limitations of claim 20 and are likewise believed patentable over Glogau for at least the same reasons as claim 20, as well as on the merits of their own respective limitations.

Claims 84-85 have been amended to correct the claim numbering. These amendments have not been made to distinguish over any reference of record and no narrowing of any corresponding equivalents to which the amended limitation or claim(s) is/are entitled is intended by these amendments.

Claim 84 recites a method of receiving compensation for distributing protected content over a network including "preventing non-ephemeral reproduction of the downloaded content *by the client system* until compensation is received" (claim 84, lines 6-7). Similarly, claim 85 recite a computer program product including "program code for preventing non-ephemeral reproduction of the downloaded content *by the client system* until compensation is received" (claim 85, lines 9-10). For the reasons set forth above,

Glogau does not disclose a system in which end-users are allowed to download and present protected content but are prevented at the client system from replicating the content, as claimed. Accordingly, claims 84-85 are likewise believed patentable over Glogau for at least the same reasons as claim 20, as well as on the merits of their own respective limitations.

Applicants respectfully reassert all of the arguments and traversals set forth in prior responses to the extent still relevant to the outstanding rejections. If after considering the above remarks and amendments, the Examiner is still not of the opinion that allowable subject matter is claimed, Applicants respectfully request a telephone interview with the Examiner and his respective Supervisory Patent Examiner to resolve any outstanding issues prior to issuance of any further office actions.

Applicants believe the claims are in allowable condition. A notice of allowance for this application is solicited earnestly. If the Examiner has any further questions regarding this amendment, he/she is invited to call Applicants' attorney at the number listed below. The Examiner is hereby authorized to charge any fees or credit any balances under 37 CFR §1.17, and 1.16 to Deposit Account No. 02-3038.

Respectfully submitted,



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